

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO

C & J EQUIPMENT MANUFACTURING )  
CORPORATION, a New Mexico corporation, )

Plaintiff, )

v. )

Case No. 1:23-cv-00099-MV-SCY

MICHAEL JASON GRADY; )  
MICHAEL E. GRADY; )  
TWIN PAK LLC, a New Mexico limited )  
liability company; J & M BALING, INC., a )  
New Mexico corporation; and GRADY PRESS )  
TRAILERS, LLC, a New Mexico limited liability )  
company, )

Defendants. )

And )

MICHAEL JASON GRADY; )  
MICHAEL E. GRADY; )  
TWIN PAK LLC, a New Mexico limited )  
liability company; J & M BALING, INC., a )  
New Mexico corporation; and GRADY PRESS )  
TRAILERS, LLC, a New Mexico limited liability )  
company, )

Counterclaimants, )

v. )

C & J EQUIPMENT MANUFACTURING )  
CORPORATION, a New Mexico corporation )

Counterdefendant. )

And )

MICHAEL JASON GRADY; )  
MICHAEL E. GRADY; )  
TWIN PAK LLC, a New Mexico limited )  
liability company; J & M BALING, INC., a )  
New Mexico corporation; and GRADY PRESS )

TRAILERS, LLC, a New Mexico limited liability	)
company,	)
	)
Third Party Plaintiff,	)
	)
v.	)
	)
CHAD THORNTON, as President of C&J	)
Equipment Manufacturing Corporation, and in	)
his personal capacity,	)
	)
Third Party Defendant	)

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**ORDER GRANTING JOINT MOTION TO EXTEND STAY FOR ENFORCEMENT OF  
SETTLEMENT AGREEMENT AND FOR LATER ORDER OF DISMISSAL WITH  
PREJUDICE**

This matter comes before the Court on the Joint Motion of the Parties to extend the stay for enforcement of the Settlement Agreement and Release (“SAR”) and to dismiss with prejudice. The Court being advised in the premises, the Court hereby finds, concludes, and orders as follows:

1. The Stipulated Order Extending Stay Through May 24, 2024 [Doc. 185] entered May 20, 2024 in this matter was entered to allow the Parties the opportunity to finalize settlement of this matter.
2. The Parties entered into a binding, final, and enforceable SAR of effective date May 28, 2024.
3. For good cause shown, the Court hereby extends the stay of this matter so that the Court may enforce the SAR and Defendants’ payment obligations thereunder, if enforcement be required.
4. Should Defendants not fully and completely comply with the payment terms of the SAR, Plaintiff may so advise the Court.

5. Upon the Defendants' full and complete satisfaction of the payment terms of the SAR, the Parties shall advise the Court and shall submit to the Court a form of Order for entry in this matter dismissing this action with prejudice.

**IT IS SO ORDERED.**

  
**STEVEN C. YARBROUGH**  
**UNITED STATE MAGISTRATE JUDGE**

Submitted,

ATKINSON BAKER & RODRIGUEZ, P.C.

/s/ Clifford K. Atkinson

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and

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/s/ Daniel R. Dolan, II – 5/28/2024

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